**TERMS AND CONDITIONS**  
  
**THESE TERMS AND CONDITIONS (THE “AGREEMENT") WITH THE OPEN EDUCATION AND DEVELOPMENT GROUP AND ITS AFFILIATES ("WE" or "OPENEDG PYTHON INSTITUTE") GOVERNS THE ACCESS THAT YOU AND/OR THE ENTITY THAT YOU REPRESENT ("YOU" OR "USER") HAVE TO CONTENT AND RELATED SOFTWARE AND SERVICES PROVIDED BY THE OPEN EDUCATION AND DEVELOPMENT GROUP IN CONNECTION WITH THE CISCO NETWORKING ACADEMY WEBSITES AND WEBPAGES. YOUR ACCESS TO OPENEDG PYTHON INSTITUTE SITES, PRODUCTS AND SERVICES CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.**  
  
As part of the Cisco Networking Academy Program (the “Program"), Cisco operates and provides access to a range of Program related websites and microsites accessible to users who have an Academy Connection Username and Password (the "Cisco Site(s)"). OpenEDG Python Institute provides OpenEDG Python Institute websites (the “Site(s)”) that: (a)are accessible through the Cisco Sites, (b) contain OpenEDG Python Institute content relevant to the Program and related software and services, and (c) may enable social networking and collaboration among users such as you (collectively, the “Services”). The Services may enable user to create personal profiles (each, a "Profile") that can be searched and viewed by other users. The Services also may support discussion forums, chat, electronic messaging, survey tools, blogs, wikis or other collaborative tools that OpenEDG Python Institute elects to make available in its discretion. OpenEDG Python Institute may modify, enhance, restrict or terminate Site(s) and/or the Services in its discretion at any time and without notice.  
  
This Agreement does not modify in any way any agreements you have with Cisco Systems, Inc. (“Cisco”), including without limitation Cisco’s agreement relating to the Cisco Networking Academy Website and Webpages at https://www.netacad.com/web/about-us/terms-and-conditions. OpenEDG Python Institute is not responsible for Cisco websites and services, and your sole recourse for issues associated with Cisco websites and services is as set forth in your agreement with Cisco. However, any breach by you of your Cisco agreement will automatically be deemed a breach of this Agreement.  
  
This Agreement sets forth the legally binding terms for the Sites and the Services. This Agreement covers all of your visits to the Site(s) and any use of the Services. If you stop visiting the Site(s) or stop using the Services, this Agreement remains in effect with respect to your previous visits to the Site(s) and/or use of the Services.  
  
OpenEDG Python Institute may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. OpenEDG Python Institute will exercise commercially reasonable efforts to provide notice to you of any material changes to the Agreement (e.g., by posting on www.cppinstitute.org). Within seven (7) days of posting changes to the Agreement, the changes will be binding upon you. If you do not agree with the changes, you should discontinue using the Sites(s) or any Services. If you continue using the Sites(s) or Services after such seven-day period, you will have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.  
  
Information on the Sites includes information posted by third party users such as you. Please choose carefully the information you post as you are solely responsible for what you post. Posting anything unlawful, libelous, threatening, obscene, discriminatory, or otherwise objectionable as determined in OpenEDG Python Institute's sole discretion is prohibited. Posting or publsihing content or images containing nudity, or materials that may be considered obscene, lewd, excessively violent, harassing, explicit or otherwise objectionable are prohibited. Posting or publsihing content that infringes the copyright, trademark, patent, trade secret or other intellectual property rights of anyone is prohibited. Moreover, the following is prohibited from posting: any virus, malware or other harmful code, anything that disrupts or interferes with the Services or other functionality of the Sites, any unsolicited or unauthorized advertising, promotional materials and "spam," and any other content that, in OpenEDG Python Institute's sole discretion, undermines the purpose of the Sites(s) or otherwise reflects unfavorably upon OpenEDG Python Institute, its partners, affiliates or customers.  
  
OpenEDG Python Institute is not required to monitor or edit the Sites. If at any time OpenEDG Python Institute chooses, in its sole discretion, to monitor or edit the Sites(s), OpenEDG Python Institute nonetheless assumes no responsibility for anything submitted by users, no obligation to modify or remove any inappropriate submissions and no responsibility for the conduct of any user, except as required under applicable law. OpenEDG PythonINSTITUTE does not endorse and has no control over what users post or submit to the Sites(s). You acknowledge that OpenEDG Python Institute cannot guarantee the accuracy of any information submitted by any user of the Sites(s), nor any identity information about any user.   
OpenEDG Python Institute reserves the right, in its sole discretion, to reject, refuse to post or remove any Profile, posting or other data, or to restrict, suspend, or terminate any user's access to all or any part of the Sites(s) or Services at any time, for any or no reason, with or without prior notice, and without liability. Upon any suspension or termination, OpenEDG Python Institute may retain or delete, in its sole discretion, any information or content that you previously provided. You agree that OpenEDG Python Institute has no liability whatsoever if it OpenEDG Python Institute refuses to post your submissions or edits, restricts or removes your submissions.  
  
OpenEDG Python Institute may, but is not required to, provide support for the Services. OpenEDG Python Institute’s support may in OpenEDG Python Institute’s discretion be limited to providing online support documents only.  
  
You affirm that you are 13 years of age or older. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Access may be terminated without warning if we believe that you are underage or otherwise ineligible.  
  
You are solely responsible for: (i) maintaining the confidentiality of your username and password associated with the account you use to access the Services, and (ii) for all activities that occur under your account related to the Site(s) and/or Services. You agree to exit from your account at the end of each session. OpenEDG Python Institute will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.  
  
OpenEDG Python Institute may, at any time, terminate or suspend the Agreement and the Services with you if OpenEDG Python Institute determines that you breached any provision of the Agreement (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with, the provisions of the Agreement); or OpenEDG Python Institute is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or OpenEDG Python Institute is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services.  
  
The Sites(s) and the Services contain content, software, and other technologies owned by or licensed to OpenEDG Python Institute ("OpenEDG Python Institute Content"). OpenEDG Python Institute and its licensors own and retain all rights in the OpenEDG Python Institute Content and the Services, including all intellectual property rights. OpenEDG Python Institute hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the OpenEDG Python Institute Content (excluding any software code) solely for your personal use to view the Sites(s) and otherwise as necessary to use the Services. Except as set forth above, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of OpenEDG Python Institute or any third party. All licenses not expressly granted by OpenEDG Python Institute are reserved.  
  
Use of the Sites(s) and Services is also subject to the OpenEDG Python Institute Privacy Policy located here which is incorporated into this Agreement by this reference. Additionally, you understand and agree that OpenEDG Python Institute may contact you via e-mail or otherwise with information relevant to your use of the Sites(s) or Services. You also agree to have your name and/or email address listed in the header of certain communications you initiate through the Services. Please note that any personal data you provide as part of your use of the Site(s) will be accessible to other users irrespective of the information you may provide as a Program participant. In other words, you should be aware that you may disclose more personal data on the Site(s) than you disclose under the disclosure policies selected by your individual academy.  
  
The Sites(s) may contain links to other websites. OpenEDG Python Institute is not responsible for any content, messages or information on such websites. Such websites are in no way investigated, monitored or checked by OpenEDG Python Institute. Inclusion of any linked website on the Services does not imply approval or endorsement of the linked website by OpenEDG Python Institute. When you access these third-party sites, you do so at your own risk. OpenEDG Python Institute takes no responsibility for third party advertisements which may be posted on the Sites(s) or through the Services, nor does it take any responsibility for the goods or services provided by any advertisers.  
  
OpenEDG Python Institute assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any user communication. OpenEDG Python Institute is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from using the Sites(s) or the Services.  
  
  
TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, NEITHER OPENEDG PYTHON INSTITUTE NOR ANY OF ITS LICENSORS SHALL HAVE ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE RESULTING FROM USE OF THE SITES(S), THE PRODUCTS AND THE SERVICES, FROM ANY USER CONTENT POSTED ON OR THROUGH THE SERVICES, OR FROM THE CONDUCT OF ANY USERS, WHETHER ONLINE OR OFFLINE. THE SITES(S) AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND OPENEDG PYTHON INSTITUTE AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OPENEDG PYTHON INSTITUTE DOES NOT ASSUME ANY RESPONSIBILITY FOR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. OPENEDG PYTHON INSTITUTE AND ITS LICENSORS CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITES(S) OR THE SERVICES.  
  
  
You agree to defend, indemnify and hold OpenEDG Python Institute, its subsidiaries, licensors, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by party arising out of or related to: (i) your use of the Services or the Sites(s); (ii) your breach of this Agreement; or (iii) your Content.  
If there is any dispute about or in any way involving the Sites(s) or the Services, you agree that the dispute shall be governed by the laws of the Republic of Poland, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and regional courts of the Republic of Poland located in Szczecin, Poland.  
  
Certain Services are available only for a fee, which fee is described on the Site(s) and may be changed from time to time. You agree to pay all applicable fees for your course and other Services. All fees paid are nonrefundable, and are exclusive of all applicable taxes and administrative fees and charges imposed by third party payment services. You are solely responsible for any costs and expenses you incur as a result of your use of the Sites(s) or the Services. You acknowledge and agree that OpenEDG Python Institute may later require users to pay a fee to continue to use the Services or to use the Sites(s) that are currently provided at no charge.  
  
The trademarks, logos and service marks ("Marks") displayed on the Sites(s) are the property of OpenEDG Python Institute or other third parties. You acknowledge and agree that you have no rights, title, or interest in or to the Marks and that you will not adopt, use, or attempt to register the Marks or any confusingly similar mark. Users receive no license to and are not permitted to use these Marks.  
  
Different countries have different laws and regulations. OpenEDG Python Institute makes no representations that the Content or the Services are appropriate or legally available for use in locations outside the United States. If you are accessing the Services from jurisdictions where the Content or the Services may be illegal, you are solely responsible for complying with all local laws regarding acceptable Content and the Services. By submitting any Content in connection with the Services, you agree that you are submitting it to OpenEDG Python Institute’s servers in the United States.  
  
This Agreement constitutes the entire agreement between you and OpenEDG Python Institute regarding the use of the Services and the Sites(s).